

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

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**REBECCA GLEWWE AND CHRISTINE SCANLON, on  
behalf of themselves and all other employees similarly  
situated,**

**Plaintiffs,**

**- v -**

**EASTMAN KODAK COMPANY,**

**Defendant.**

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**05-CV-6462T**

**PETER LUCIANO,  
on behalf of himself and all other employees similarly  
situated,**

**Plaintiffs,**

**- v -**

**EASTMAN KODAK COMPANY,**

**Defendant.**

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**05-CV-6463T**

**PETER LUCIANO AND RONALD NAYMAN,  
on behalf of themselves and all other employees  
similarly situated,**

**Plaintiffs,**

**- v -**

**EASTMAN KODAK COMPANY,**

**Defendant.**

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**06-CV-6472L**

LINDA LETOUZEL,  
on behalf of herself and all other employees similarly  
situated,

Plaintiffs,

05-CV-6464T

- v -

EASTMAN KODAK COMPANY,

Defendant.

RONALD NAYMAN,

Plaintiff,

06-CV-6470L

- v -

EASTMAN KODAK COMPANY,

Defendant.

PETER LUCIANO,

Plaintiff,

06-CV-6471L

- v -

EASTMAN KODAK COMPANY,

Defendant.

**FINAL STIPULATION AND ORDER CLOSING ADMINISTRATION**  
**OF THE SETTLEMENT AGREEMENT**

**WHEREAS**, on August 18, 2008, the Court entered a Final Judgment and Order Approving the Collective Action Settlement Agreement and Release ("Agreement") and Stipulation and Order of Dismissal of Actions in the above-captioned matters;

**WHEREAS**, the deadlines for collective action members to submit claims as set forth in the parties' Agreement have passed;

**WHEREAS**, the Settlement Administrator has issued the settlement payments to all eligible collective action members;

**WHEREAS**, the parties reasonably seek finality and closure to the claims process and administration of the Agreement;

**NOW, IT IS HEREBY STIPULATED, ORDERED, ADJUDGED AND DECREED THAT:**

1. There shall be no further extension of the deadline for collective action members to submit claims forms for any reason, including for good cause being shown by collective action members;
2. No further challenges or disputes by collective action members related to the Agreement will be accepted or considered for any reason, including but not limited to disputes regarding the amounts received or not received as settlement payments under the Agreement, regardless of good cause being shown by collective action members;
3. Administration of the Agreement is closed and the Settlement Administrator and Special Master shall have no further responsibility to process claims forms, resolve disputes or challenges as to the amounts received or not received as settlement payments under the Agreement, including but not limited to disputes regarding the amounts received or not received as settlement payments under the Agreement, regardless of good cause being shown by collective action members, or otherwise administer the Agreement;
4. Plaintiffs' counsel shall be under no further ethical or legal responsibility to advocate on behalf of any collective action members in connection with the processing or adjudication of claims under the Agreement and plaintiffs' counsel hereby stipulates that it shall not advocate on behalf of collective action members in connection with the processing and adjudication of claims under the Agreement and shall not request a further extension or modification of the deadline with respect to any collective action member.
5. The consent forms executed by the plaintiffs pursuant to the Fair Labor Standards Act shall be filed under seal with the Court.

**IT IS SO STIPULATED, ORDERED, ADJUDGED, AND DECREED.**

Dated: July 6, 2009

By: /s/J. Nelson Thomas  
J. Nelson Thomas

Dolin Thomas & Solomon LLP  
693 East Avenue  
The Strong-Todd House  
Rochester, NY 14607  
Telephone: (585) 272-0540

*Attorneys for Plaintiffs, et al.*

Dated: July 6, 2009

**NIXON PEABODY LLP**

By: /s/Stephen J. Jones  
Stephen J. Jones

1100 Clinton Square  
Rochester, NY 14604-1792  
Telephone: (585) 263-1000

*Attorneys for Defendant  
Eastman Kodak Company*

**IT IS SO ORDERED:**

s/Michael A. Telesca  
**Honorable Michael A. Telesca**  
**United States District Court Judge**